

## OPINION SUMMARY

### MISSOURI COURT OF APPEALS EASTERN DISTRICT

LISA ARMBRUSTER,	)	ED102123
	)	
Respondent,	)	Appeal from the Circuit Court
	)	of St. Louis County
v.	)	11SL-CC03016
	)	
MERCY MEDICAL GROUP,	)	Honorable Tom W. DePriest, Jr.
	)	
Appellant.	)	Filed: May 12, 2015

Mercy Medical Group (Mercy) appeals the summary judgment entered in favor of Dr. Lisa Armbruster (Armbruster) on her breach of contract claim. Mercy argues the trial court erred in its interpretation of the employment contract at issue.

AFFIRMED.

Division Three Holds: The Contract provided that Mercy would compensate Armbruster for her services, and her right to compensation vested when she rendered services. Additionally, the collection of payment for a physician's services often takes place after the physician renders those services. Given this, reading "collections" as corresponding only to the amount collected as of the last date of Armbruster's employment is unreasonable in that it would leave Armbruster uncompensated for services she performed but for which payment was not yet collected by the last day of her employment. Thus, the trial court did not err in granting Armbruster's motion for summary judgment on her breach of contract claim. As a result, the trial court also did not err in dismissing her claim of unjust enrichment, which was to recover damages for the same subject matter, as moot.

Opinion by: Gary M. Gaertner, Jr., J.  
Kurt S. Odenwald, P.J., and Robert G. Dowd, Jr., J., concur.

Attorney for Appellant: Christopher M. Sanders  
Attorney for Respondent: J. Patrick Chassaing, Edward J. Sluys

<p><b>THIS SUMMARY IS NOT PART OF THE OPINION OF THE COURT. IT HAS BEEN PREPARED FOR THE CONVENIENCE OF THE READER AND SHOULD NOT BE QUOTED OR CITED.</b></p>
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